

LAW OFFICES OF RAHUL WANCHOO (RW-8725)
Attorneys For Plaintiff
Empire State Building
350 Fifth Avenue, 59th Floor
New York, New York 10118
Phone: (201) 882-0303
Fax: (201) 301-3576
E-mail: rwanchoo@wanchoolaw.com



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE DANIELS

BONYAD SHIPPING COMPANY

ECF CASE

Plaintiff,

07 CV 11361

- against -

VERIFIED COMPLAINT

OCEAN VIEW SHIP MANAGEMENT LIMITED
And OCEAN VIEW SHIPPING LLC

Defendants.

Plaintiff, BONYAD SHIPPING COMPANY ("Plaintiff"), by its attorney, LAW
OFFICES OF RAHUL WANCHOO, alleges on information and belief as follows:

JURISDICTION AND VENUE

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court. This case also falls under the Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333. Finally, this Court also has jurisdiction over this matter because the action also arises under the convention on the Recognition and

Enforcement of Foreign Arbitral Awards, codified at 9 U.S.C. §201 *et. seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et. seq.*

2. At all material times, Plaintiff, BONYAD SHIPPING COMPANY was and now is a foreign corporation organized and existing under and by virtue of the laws of a foreign country, and is the charterer of the Panamanian registered vessel OCEAN FRONTIER (the "Vessel"), a general cargo vessel of about 22,034 deadweight tons capacity.

3. Upon information and belief, at all material times, Defendant, OCEAN VIEW SHIP MANAGEMENT LIMITED ("OVSM"), was and now is a foreign corporation organized and existing under and by virtue of the laws of a foreign country, and is the owner of the Vessel.

4. Upon information and belief, at all material times, Defendant, OCEAN VIEW SHIPPING LLC ("OVSL"), was and now is a foreign corporation organized and existing under and by virtue of the laws of a foreign country, and is the manager of the Vessel.

FACTS GIVING RISE TO CLAIM

5. On or about August 11, 2005, a time charter party (the "Charter") was made between Plaintiff, as charterer of the Vessel, and OVSL as manager and agent of OVSM whereby Plaintiff chartered the Vessel under a NYPE form of charter party for about 8 to 10 months commencing from the time and date of delivery of the Vessel.

6. The final hire payment was made on March 22, 2006 and the Charter ended at the beginning of April, 2006.

7. The claim against Defendants is for a balance of account arising out of the Charter. Specifically, the claim arises out of adjustments made by Plaintiff towards its liabilities to the Defendants to take account of: (1) off hire claims by reason of deviation and crane breakdowns, (2) performance and consumption claims, and (3) Defendants' expenses.

17. OVSL is the alter-ego of OVSM because it dominates and disregards OVSM's corporate form to the extent that OVSL is actually carrying on OVSM's business and operations as if the same were its own, or vice versa.

18. Upon information and belief, OVSL has no separate identity from OVSM.

19. In the further alternative, Defendants are partners and/or joint ventures.

20. In the further alternative, Defendants are affiliated companies such that OVSL is now, or will soon be, holding assets belonging to OVSM, or vice versa.

21. All and singular the premises are true and within the admiralty and maritime jurisdiction of this Honorable Court.

22. Plaintiff brings this action by seeking an order of seizure of Defendants' goods and chattels, or credits and effects in the hands of garnishees to be named in the process, in the amount sued for herein, so that the Court shall have jurisdiction to direct Defendants to proceed with arbitration of Plaintiff's claim against Defendants and to retain jurisdiction to enter a judgment upon the arbitration award in the London arbitration.

WHEREFORE, the Plaintiff prays the following:

1. That process in due form of law according to the practice of this Court in causes of admiralty and maritime jurisdiction may issue against Defendants, OCEAN VIEW SHIP MANAGEMENT LIMITED and OCEAN VIEW SHIPPING LLC, and that they be personally cited to appear and answer the matters set forth above.

2. That if the Defendants cannot be found within this District, then that Defendants' goods and chattels, or credits and effects within the hands of garnishees within the jurisdiction of this Court be attached by process pursuant to Supplemental Rule B of the Federal Rules of Civil

Procedure, Supplemental Rules for Certain Admiralty and Maritime Claims and in an amount sufficient to answer Plaintiff's claims of \$1,019,207.34, the sum sued for in this Complaint;

3. That the action thereafter be stayed pending the arbitration award and that a judgment be entered upon the award of the aforesaid arbitration for the amount of any recovery by Plaintiff, together with interest, costs and disbursements of this action; and

4. That this Court grants to Plaintiff such other and further relief as may be just and proper in the circumstances.

Dated: New York, New York
December 18, 2007

LAW OFFICES OF RAHUL WANCHOO
Attorneys for Plaintiff
BONYAD SHIPPING COMPANY

By: Rahul Wanchoo
Rahul Wanchoo (RW-8725)

STATE OF NEW JERSEY)

ss.

COUNTY OF BERGEN)

I, Rahul Wanchoo, being duly sworn, deposes and says:

I am an attorney at law and a member of the firm of Law Offices of Rahul Wanchoo, attorneys for Plaintiff.

I have read the foregoing Verified Complaint and know the contents thereof and the same are true to the best of my knowledge, information and belief.

The reason that this verification is made by me and not by Plaintiff is that Plaintiff is a foreign corporation and is not within this District.

Rahul Wanchoo

Sworn to and subscribed to
before me this 18th day of
December, 2007

Michael C. Zeale
Notary Public

Michael C. Zeale
Notary Public State of New Jersey
My Commission Expires
August 8, 2010

EXHIBIT 1

BONYAD SHIPPING COMPANY

RE : M/V PARSIAN RENAMED OCEAN FRONTIER CP DD 11.08.2005

FINAL HIRE STATEMENT

DELY ON 04.09.2005 @ 04:06 GMT DLOSP MUMBAI
 REDELY ON 28.04.2006 @ 03:00 GMT DLOSP KARACHI

HIRE : USD 11,000 PER DAY

DURATION : 235.29583 DAYS

				DEBIT	CREDIT
235.29583 DAYS X	USD	11,000.00			2,588,254.13
LESS COMM		0.00%		0.00	
BOD					
IFO	424.500 MTS	X USD	250.00		106,125.00
MGO	40.200 MTS	X USD	500.00		20,100.00
BOR					
IFO	359.000 MTS	X USD	250.00	89,750.00	
MGO	105.000 MTS	X USD	500.00	52,500.00	

1) Off hire at Sea & deviation to port due to ME problems 12:00 hrs it on 06/09/05 till 01:12 hrs it 14/09/05 7.53 days Bunker consumed during off hire : IFO MT 0.9 * 250 MGO MT 31.645 * 500	83,050.00 225.00 15,822.50
2) Off hire @ Sea 10:34-13:30 hrs it on 14/09/05 (Master report) = 0.12222 day Bunker consumed during off hire : MGO 0.6 * 500	1,344.42 300.00
3) Off hire @ Sea 10:54 hrs it on 14/09/05 till 12:30 hrs it on 16/09/05 as per Master report = 1.06666 days Bunker consumed during off hire : MGO 3.199 * 500	11,733.26 1,599.50
4) Off hire for deviation to Chabahar for ME problems/l.w. 02:30 hrs it on 17/09/05 till 19:18 hrs it on 23/09/05 = 6.7 days IFO consumed during deviation/off hire : MT 30.1 * 250 MGO consumed during deviation/off hire : MT 15.10 * 500	73,700.00 7,525.00 7,550.00
5) Off hire @ Sea 02:52 - 07:34 hrs it on 25/09/05 (Master report) = 0.19166 day Bunker consumed during off hire : MGO 0.575 * 500	2,108.26 287.50
6) Off hire @ B. Abbas due to : A) all cranes breakdown as per S.O.F. = 1.27777 days MGO consumed during off hire : 3.194 MT * 500 B) generator repair 18:25 04/10/05 till 07:21 05/10/05 & 09:24 05/10/05 till 16:18 06/10/05 = 1.82430 days MGO consumed during off hire : 4.560 MT * 500	14,055.47 1,597.00 20,067.30 2,280.00
7) Off hire @ Sea 03:36 hrs it on 10/10/05 till 13:36 hrs it on 11/10/05 as per Master report = 1.41666 days MGO consumed during off hire : 4.249 MT * 500	15,583.26 2,124.50
8) Off hire @ Karachi for CRANES B/D (SOF/Master reports) = 1.92013 days MGO consumed during off hire : MGO 7.68 * 500	21,121.43 3,840.00
9) Off hire due to deviation/several repair works at Dubai 04:39 hrs it on 25/10/05 till 11:00 hrs it on 01/12/05 = 37.26458 days	409,910.38

IFO consumed during deviation/off hire : MT 17 * 300	5,100.00
MGO consumed during deviation/off hire : MT 93.161 * 550	51,238.00
10) Off hire @ Sea 14:42-19:30 hrs It on 04/12/05 (Master report) = 0.28333 day	3,116.63
Bunker consumed during off hire : MGO 1.2 * 500	600.00
11) Off hire @ Sea 13:00-21:30 hrs It on 05/12/05 (Master report) = 0.35416 day	3,895.76
Bunker consumed during off hire : MGO 1.3 * 500	650.00
12) Off hire @ Mundra for CRANES B/D (S.O.F.) = 0.30347 day	3,338.17
MGO consumed during off hire : 1.213 MT * 500	606.50
13) Off hire @ Sea 16:05-22:12 hrs It on 12/12/05 (Master report) = 0.25486 day	2,803.46
Bunker consumed during off hire : MGO 0.8 * 500	400.00
14) Off hire @ B.I.K. due to :	
A) crane breakdown as per S.O.F. = 0.28402 day	3,124.22
MGO consumed during off hire : 1.019 MT * 500	509.50
B) vessel's problem 20:30 16/12/05 till 03:04 17/12 = 0.27361 day	3,009.71
MGO consumed during off hire : 2.60 MT * 500	1,300.00
15) Off hire due to deviation/generatore repair at Dubai	
23:12 hrs It on 19/12/05 till 15:45 hrs It on 26/12/05 = 6.66875 days	73,356.25
IFO consumed during deviation/off hire : MT 6.90 * 250	1,725.00
MGO consumed during deviation/off hire : MT 15.20 * 500	7,600.00
16) Off hire @ J.Ali & Dubai due to repair/deviation/generatore delivery	
13:00 hrs It on 31/12/05 till 00:30 hrs It on 10/01/06 = 9.47916 days	104,270.76
MGO consumed during deviation/off hire : 19.60 MT * 500 :	9,800.00
17) Off hire @ B.I.K. due to CRANES B/D (S.O.F.) = 0.550 day	6,050.00
MGO consumed during off hire : 2.20 MT * 500	1,100.00
18) Off hire @ Kuwait due to CRANES B/D (S.O.F.) = 0.90416 day	9,945.76
MGO consumed during off hire : 3.616 MT * 500	1,808.00
19) Off hire due to deviation/repair at Dubai :	
03:14 hrs It on 29/01/06 till 15:42 hrs It on 10/02/06 = 12.51944 days	137,713.84
IFO consumed during deviation/off hire : MT 33.80 * 320	10,816.00
MGO consumed during deviation/off hire : MT 43.20 * 530	22,896.00
20) Off hire @ B.abbas due to CRANES B/D (S.O.F.) = 1.27361 days	14,009.71
MGO consumed during off hire : 5.094 MT * 500	2,547.00
21) Off hire @ Karachi due to CRANES B/D (S.O.F.) = 0.46666 day	5,133.26
MGO consumed during off hire : 1.866 MT * 500	933.00
22) Off hire @ Mundra due to CRANES B/D (S.O.F.) = 0.18472 day	2,031.92
MGO consumed during off hire : 0.738 MT * 500	369.00
23) Off hire @ Sohar due to CRANES B/D (S.O.F.) = 2.22638 days	24,490.18
MGO consumed during off hire : 8.905 MT * 500	4,452.50
24) Off hire @ Sea 08:17-16:00 hrs It on 17/03/06 (Master report) = 0.32152 day	3,536.72
Bunker consumed during off hire : MGO 0.964 * 500	482.00
25) Off hire @ Mumbai due to :	
A) rejected by PSO 12:15 It 21/03/06 till 17:15 It 26/03/06(S.O.F.) = 5.20833 days	57,291.63
MGO consumed during off hire : 17.70 MT * 500	8,850.00
B) crane breakdown as per S.O.F. = 0.25 day	2,750.00
MGO consumed during off hire : 1.00 MT * 500	500.00
	0.00
26) Off hire @ Karachi due to CRANES B/D (S.O.F.) = 2.63263 days	28,958.93

MGO consumed during off hire : 10.530 MT * 500 5,265.00

27) Time lost + bunker over consumed due to vessel's under performance during the period of C/P as per OCEAN ROUTES REPORTS :

A) Leg Mumbai / Porbandar : 32.10 hours = 1.3375 days	14,712.50
MGO over consumed : 0.91 MT * 500	455.00
B) Leg Porbandar / Chahar : 84 hours = 3.5 days	38,500.00
MGO over consumed : 5.45 MT * 500	2,725.00
C) Leg Chahar / B.Abbas : 17.30 hours = 0.72083 day	7,929.13
MGO over consumed : 0.07 MT * 500	35.00
D) Leg B.Abbas / Fujairah : 4.4 hours = 0.18333 day	2,016.63
MGO over consumed : 2.97 MT * 500	1,485.00
E) Leg Fujairah / Karachi : 55.4 hours = 2.30833 days	25,391.63
MGO over consumed : 19.95 MT * 500	9,975.00
F) Leg Karachi / K.akkan : 21.8 hours = 0.90833 day	9,991.63
MGO over consumed : 4.61 MT * 500	2,305.00
G) Leg Muscat / Mundra : 19.6 hours = 0.81666 day	8,983.26
MGO over consumed : 3.61 MT * 500	1,805.00
H) Leg Mundra / B.I.K. : 31.9 hours = 1.32916 day	14,620.76
MGO over consumed : 1.26 MT * 500	630.00
I) Leg Dubai / B.I.K. : 9.9 hours = 0.4125 day	4,537.50
MGO over consumed : 0.8 MT * 500	400.00
J) Leg Dubai / B.Abbas : 2.4 hours = 0.10000 day	1,100.00
MGO over consumed : 0.84 MT * 500	420.00
K) Leg B.Abbas / Karachi : 19.2 hours = 0.80000 day	8,800.00
MGO over consumed : 2.31 MT * 500	1,155.00
L) Leg Karachi / Mundra : 4.7 hours = 0.19583 day	2,154.13
MGO over consumed : 5.8 MT * 500	2,900.00
M) Leg Mumbai / Karachi : 30.1 hours = 1.25416 days	13,795.76
MGO over consumed : 2.13 MT * 500	1,065.00

28) C.V.E. : USD 1,250 PMPR 123.70086 days 5,154.20

29) ILHC 3,500.00

30) OWNER'S EXPENSES:

1) At Porbandar 06.09.05 till 14.06.05	
Port dues for delivery of F.W.	20,535.00
2) At Rabhas 25.09.05 till 06.10.05	
Shore crane(s) hire	27620.42
290 tons F.W.	3,970.00
Misc Port Expenses(gangway guard/sludge/launch hire/garbage)	3,743.90
3) At Karachi 12.10.05 till 21.10.05	
182 tons F.W.	728.00
Misc Port Expenses(watchman/crew attendance/shipchandler/workshop)	1,667.00
4) At Mundra 06/12/05 till 08/12/05	
Shore crane(s) hire	5,974.88
150 tons F.W.	750.00
Misc Port Expenses(crew attendance /garbage)	10,785.00
5) At B.I.K. 14.12.05 till 17.12.05	
Shore crane(s) hire	3,951.00
100 tons F.W.	1,400.00
Misc Port Expenses(garbage as per pso tariff)	243.90
6) At Dubai 19.12.05 till 26.12.05	
240 tons F.W.	720.00
7) At Jebel ali 26.12.05 till 31.12.05	
99 tons F.W.	220.00
8) At B.I.K. 12.01.06 till 17.01.06 (discharge)	
Shore crane(s) hire	10,836.00
Misc Port Expenses(gangway guard/garbage)	423.10
9) At B.I.K. 17.01.06 till 23.01.06(load)	

Shore crane(s) hire	11,922.00
179 tons F.W.	2,427.00
Misc Port Expenses(medical attendance/gangway guard/garbage)	477.90
11) At Rabhas 11.02.06 till 17.02.06	
Shore crane(s) hire	12,747.00
140 tons F.W.	1,920.00
Misc Port Expenses(gangway guard/garbage)	453.90
12) At Karachi 21.02.06 till 24.02.06	
Shore crane(s) hire	7,313.00
125 tons F.W.	407.88
Misc Port Expenses(vessel's supply/gang detention/watchman)	2,257.09
13) At Mundra 25.02.06 till 03.03.06	
Shore crane(s) hire	15,868.78
120 tons F.W.	581.40
Misc Port Expenses(crew attendance/garbage)	4,771.17
14) At Sohar 07.03.06 till 15.03.06	
50 tons F.W.	286.00
Misc Port Expenses(crew attendance/garbage/repair works)	4,255.90
15) At K. fukan 16.03.06	
110 tons F.W.	330.00
16) At Mumbai 21.03.06 till 10.04.06	
Shore crane(s) hire	2,954.54
Misc Port Expenses(crew attendance/garbage/repair works)	6,606.93
17) At Karachi 14.04.06 till 28.04.06	
Shore crane(s) hire & crane discrepancies incentive	32,759.39
250 tons F.W.	912.50
Misc Port Expenses(spare & oil/watchman/crew/fine/phouse/garbage)	9,600.20
31) 2.5 % to owner's expenses	4,818.77
32) Hire Remitted :	
1ST hire & bunker paid on 29.09.2005	293,765.00
2ND hire paid on 12.10.2005	35,685.48
balance paid to QESHM BONYAD on behalf of owners on 19.10.2005	135,000.00
3RD hire	0.00
4TH hire paid on 02.11.2005	165,625.00
5TH hire paid on 03.01.2006	165,625.00
6TH hire	0.00
7TH hire paid on 07.02.2006	165,625.00
8TH hire paid to QESHM BONYAD on behalf of owners on 15.02.2006	165,625.00
9TH hire	0.00
10TH hire	0.00
11TH hire paid to QESHM BONYAD on behalf of owners 20.03.2006	65,000.00
12TH hire on 05.04.2006	165,625.00
13TH hire	0.00
14TH hire paid to QESHM BONYAD on behalf of owners on 22.03.2006	100,000.00
15TH hire	0.00
16TH hire	0.00
On behalf of owners paid to M/S DAN BUNKERIN for supply on 12.05.06	45,194.71

	<u>3,364,342.06</u>	<u>2,723,133.33</u>
BALANCE DUE TO CHARTERER (BOSCO)	641,208.73	
	<u>2,723,133.33</u>	<u>2,723,133.33</u>